

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

COLLISION COMMUNICATIONS, INC.,)	
)	
Plaintiff,)	
)	C.A. No. 1:19-cv-12251-ADB
v.)	
)	
NOKIA SOLUTIONS AND NETWORKS)	
OY,)	
)	
Defendant.)	

AFFIDAVIT OF JARED FRY

I, Jared Fry, under oath, hereby depose and state as follows:

1. I am a principal shareholder and Chief Operating Officer (“COO”) of Collision Communications, Inc., which is Plaintiff in this action.
2. Collision is a small, start-up technology company, formed in 2010, which is focused on selling or licensing its technology to cellular infrastructure/Original Equipment Manufacturers such as Nokia.
3. I perform my role as COO of Collision primarily from my home office in Boston, Massachusetts, running the operations of the company from that location.
4. During the extensive dealings between Collision and Nokia by telephone and email over several years, I handled Collision’s side of the communications from my home office in Boston, Massachusetts. Nokia and I had literally hundreds and hundreds of communications via telephone and email during

this timeframe. These communications form the basis of Collision's claims against Nokia.

5. During these communications with Nokia – both by telephone and email – the fact that I was based in Boston came up repeatedly and the Nokia personnel with whom I was dealing were thus well aware that I was operating from Boston. In addition, the cell phone which I used for all of my telephone communications to Nokia has an “857” area code, which is one of Boston's two area codes.

6. As a result, Nokia was fully aware that, when it conducted its due diligence, negotiated with, had regular, almost weekly (and at times daily), interactions with Collision, it was dealing with Collision through me, who was based in Boston and was running the company's operations from Boston.

7. While Collision has an office in New Hampshire, the communications with Nokia which form the basis of this lawsuit occurred almost entirely while I was in Boston.

8. For example, Nokia called me and emailed me in Boston regarding its proposal of, the negotiation of, and the finalization of the terms of our technology agreement. Nokia likewise called me and emailed me in Boston when Nokia tried to change those terms as well as when Nokia offered explicit reassurances that we still had a deal. I relied upon these promises and reassurances and, as a result, I

made sure that Collision continued working and performing under our agreement with Nokia.

Signed and sworn to under the pains and penalties of perjury this 21st day of February, 2020.


Jared Fry